

Cabinet Resolution No. (32) of 2018 Regarding the Hajj and Umrah Law

The Cabinet:

- Upon reviewing the Constitution;
- Federal Law No. (1) of 1972 concerning the Competencies of Ministries and the Powers of Ministers, as amended;
- Federal Law No. (29) of 1999 Establishing the General Authority of Islamic Affairs & Endowments, as amended;
- Federal Law No. (2) of 2008 concerning Associations and Institutions of Public Benefit;
- Federal Law No. (2) of 2015 concerning Commercial Companies, as amended;
- Federal Law No. (14) of 2016 concerning Administrative Violations and Penalties in the Federal Government;
- Cabinet Resolution No. (30) of 2013 concerning the Regulation of Hajj and Umrah Contracting Work;
- Cabinet Resolution No. (32) of 2014 concerning the Regulations of Procurement and Stocks Management of the Federal Government, as amended;
- Cabinet Resolution No. (6) of 2017 concerning the Organizational structure of the General Authority of Islamic Affairs & Endowments; and
- Based on the Cabinet approval;

Has resolved as follows:

Article (1)

Definitions

In the application of the provisions of this Resolution, the following words and phrases shall have the meanings assigned to each of them unless the context indicates otherwise:

State : United Arab Emirates (UAE).

The Authority : General Authority of Islamic Affairs & Endowments (GAIAE).

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| Chairman | : | Chairman of the Authority. |
| Board | : | Authority Board of Directors. |
| Administration | : | The Department concerning Hajj and Umrah Affairs at the Authority. |
| Sacred Sites | : | Mina, Arafat, and Muzdalifah. |
| Holy Land | : | The Holy Places in the Kingdom of Saudi Arabia including Mecca, Madinah, and the Sacred Sites. |
| Office | : | State Hajj Affairs Office in the Holy Lands. |
| Contracting | : | The activity licensed under the provisions of this Resolution to practice the organization activity of Hajj or Umrah trips, or both. |
| Licensing Committee | : | Hajj and Umrah Contracting Licensing Committee formed pursuant to the provisions of this Resolution. |
| Campaign | : | Every company or individual institution licensed under the provisions of this Resolution to practice contracting activity. |
| Campaign License | : | The permit issued to the campaign by the administration based on the approval of the Licensing Committee to practice the contracting activity in accordance with the provisions of this Resolution. |
| Service Contracts Audit Committee | : | Hajj Contracts Audit Committee and Housing, Transportation and Subsistence Inspection Committee. |
| The Agent | : | The person authorized by the license holder, from among the citizens of the state, in accordance with the provisions of this Resolution. |
| Electronic System | : | The system utilized for Hajj and Umrah services within the Authority. |
| Online Registration | : | Electronic system for Hajj permits. |
| Permit | : | The permit granted by the Authority to perform the Hajj |

- Rituals.
- Contract** : The contract concluded between the pilgrim or Umrah performer and the campaign within the electronic system, and approved by the Authority.
- Merger Contract** : The contract concluded between the campaigns during the Hajj season, as approved by the Authority.
- Electronic Path** : It is an electronic system for tracking requests and services provided to campaigns, pilgrims, and Umrah performers by the Kingdom of Saudi Arabia.

Article (2)

Scope of Application

The provisions of this Resolution shall apply to the campaign, its employees, and to pilgrims and Umrah performers within the State.

Article (3)

Prohibitions

1. Any natural or legal person shall be prohibited from:
 - a. Practicing brokerage until obtaining a license from the Authority.
 - b. Organizing Hajj 'on behalf of others' or advertising it until obtaining approval from the Authority.
 - c. Receiving Hajj or Umra applications without a license.
 - d. Collecting donations for Hajj or Umra without a license.
2. State's citizens or residents shall refrain from exploiting the services and facilities allocated to pilgrims' affairs office – affiliated with the United Arab Emirates – in the Holy Lands or during the rituals' performance, unless they have obtained a permit from the Authority; and the Authority shall issue a decision on the procedures that should be met to record the violation.

Article (4)

Licensing Committee

A committee, referred to as the (Licensing Committee), shall be established within the Authority, formed by a Resolution of the Chairman, and shall practice the following competencies:

1. Decide on applications submitted to obtain a license to practice the Hajj and Umrah contracting activity, including waivers and any related requests, such as, but not limited to, adding a partner, changing the campaign name, cancelling the license, or opening additional branches, as submitted by the administration;
2. Approve the controls and conditions submitted by the administration annually;
3. Approve the contracts concluded by the campaign with other campaigns, pilgrims, or Umrah performers, and any parties that delegate any of them, as well as any other contracts related to the contracting activity;
4. Approve the merger of campaigns and the transfer of pilgrims, approve the campaigns apology from the Hajj season, and the redistribute the pilgrims;
5. Determine the number of pilgrims registered in the campaigns and distribute the percentages among them;
6. Decide on the application submitted by the campaign to undertake Hajj contracting activity after two years have passed from the date of licensing thereof to undertake Umrah contracting;
7. Decide on campaign requests to limit activities thereof to Hajj or Umrah contracting;
8. Adjudicate disputes between campaigns, pilgrims, Umrah performers, and other relevant parties and issue appropriate decisions;
9. Approve the controls and conditions for Hajj on behalf of others;
10. Approve the mechanism, controls, and conditions for electronic registration;
11. Approve a study on the prices of performing Hajj and Umrah Rituals, in accordance with the market conditions for each year;
12. Determine the number of campaigns authorized to perform Hajj Rituals, based on the number of pilgrims registered in each campaign;
13. Determine the duration, value, and date of receipt of the financial guarantee required for

- the Hajj season from the campaigns, and extending it if necessary;
14. Interview the campaign owner, partners, or assignees or add an activity;
 15. Impose the administrative penalties stipulated herein on any campaign that violates any of the provisions hereof;
 16. Exempt campaigns from the regulatory deadlines set in accordance with the provisions hereof, or extend them, including, but not limited to: (commercial license, deadlines of bank guarantee, agency, representation, apology from the season, rental contracts, or others); and
 17. Any other competencies assigned thereto by the Chairman.

Article (5)

Service Contracts Audit Committee

1. A committee

referred to as the (Service Contracts Audit Committee), shall be established within the Authority, formed by a Resolution of the Chairman, and shall practice the following competencies:

- a. Audit the contracts (housing, transportation, food, and subsistence) submitted by the campaign and ensure validity thereof;
 - b. Inspect the pilgrims housing, determine capacity thereof, and assess additional benefits such as food, transportation, and others;
 - c. Verify the number of individuals assigned to each room, in accordance with the contract concluded between the campaign and the pilgrim;
 - d. Prepare reports on the results of its work and submit them to the Office; and
 - e. Any other competencies assigned thereto by the Chairman.
2. The Committee may not inspect the pilgrims residences specified in Clause (1) of this Article, and the campaign owner or the agent thereof may not appear before the Committee in the Holy Lands in the following two cases:
- a. If the pilgrims are accommodated in four-star hotels or higher; or
 - b. If the accommodation is in buildings previously approved by the Authority less than a year ago, provided that no modifications have been made thereto them, and a housing permit

has been obtained from the competent authority for the same year.

Article (6)

Hajj Affairs Office

1. The Office, along with its committees and tasks, shall be formed by a Resolution of the Chairman, and shall be considered the official representative of the State during the Hajj season. In particular, it shall have the following responsibilities:
 - a. Provide services to the pilgrims of the state;
 - b. Communicate with the authorities in the Kingdom of Saudi Arabia on matters related to the Hajj season;
 - c. Follow-up on the performance of the Tawaf Foundation overseeing the Office headquarters and campaigns in the Holy Land;
 - d. Follow up on the fulfilment of obligations by companies contracted with the Office headquarters and campaigns in the Holy Land;
 - e. Cooperate with the Hajj Affairs Offices of other countries;
 - f. Submit reports to the Board of Directors following the conclusion of the Hajj season;
and
 - g. Any other competencies assigned thereto by the Chairman.
2. The head of the Office or delegate thereof shall have the authority to conclude contracts and tenders on behalf of the Office during the Hajj season;
3. The Chairman or delegate thereof shall conclude all contracts and tenders related to the Office work within the State. 4. The contracts and tenders referred to in Clauses (2) and (3) of this Article shall be exempted from the provisions of Cabinet Resolution No. (32) of 2014 concerning the regulations for purchasing and warehouse management in the federal government, as amended.

License
Article (7)

License Applicant Conditions

The following conditions shall be met by the applicant(s) seeking a contracting license:

1. To be a citizen of the State;
2. Age thereof shall not be less than twenty-five (25) Gregorian years, nor more than sixty (60) Gregorian years. The Licensing Committee may extend this age by one year for a period not exceeding five years, based on a medical report from the competent medical authorities confirming competence and ability to practice Hajj and Umrah contracting;
3. To be of good conduct;
4. To possess the administrative and financial capacity to carry out the contracting tasks, in accordance with the provisions of this Resolution;
12. To hold a high school diploma or its equivalent, except for those who obtained a Hajj and Umrah contracting license prior to the enactment of this Resolution;
6. They shall not have previously been sentenced to a custodial penalty for a felony or a misdemeanor involving dishonor or breach of trust, unless they have been rehabilitated or pardoned by the competent authorities;
7. To possess the necessary health fitness to carry out the contracting tasks, as evidenced by a certificate issued by the competent medical authority;
8. They shall not have been prohibited from contracting by the Licensing Committee or by a competent authority, either permanently or for a specific period that has not yet expired;
5. They shall not be an employee of the Authority or an employee of the local authorities responsible for Islamic Affairs & Endowments;
10. They shall not be a partner in a campaign for which a Resolution has been issued to revoke its license;
11. To have previously performed Hajj;
12. To pass the personal interview; and
13. Any other conditions decided by the Authority.

Article (8)

License Documents

Anyone wishing to obtain a contracting license or renew an existing one shall submit an application to the administration on the approved form, accompanied by the following documents:

1. A copy of a valid passport;
2. A copy of the family book;
3. A copy of the ID card;
4. A certificate of good conduct and behavior;
5. A certificate of health fitness issued by the competent medical authorities;
6. A copy of the educational qualification, except for those who obtained a contracting license before the provisions of Resolution;
7. A letter from the employer confirming no objection to obtaining a contracting license, if employed by others;
8. A no objection certificate from the local authorities responsible for Islamic Affairs to practice the contracting activity;
9. A document indicating payment of the prescribed licensing fees for contracting within forty-five (45) working days from the approval notification date; and
10. Any other documents required by the Administration.

Article (9)

License Term

1. The term of the campaign license shall be one year, renewable annually for a similar or shorter period, contingent upon the continued availability of the conditions required for the license. The license shall be renewed within one month from the date of its expiration.
2. The initial license shall be limited to Umrah contracting activities only for the first two consecutive years, during which the campaign shall not engage in Hajj contracting activities. After two years from the issuance of the license, the campaign may submit a request to the administration to engage in Hajj contracting activities in accordance with the provisions of this Resolution. The request shall be referred to the Licensing Committee

for a Resolution on granting the Hajj contracting license or renewing the Umrah contracting license.

3. As an exception to the provisions of Clause (2) of this Article, a contracting license may be granted to any facility owned by a natural person who has performed any supervisory or fieldwork in a campaign for a period of no less than five years, provided with meeting the licensing conditions stipulated in Article (7) of this Resolution.
4. The following cases shall not be considered a new license, and the provisions of Clause (2) of this Article shall not apply thereto:
 - a. If campaign owner waives the campaign to any of the first-degree relatives;
 - b. If the campaign owner dies and one of the heirs requests, with the consent of the remaining heirs, that the license be transferred to one or more of the heirs in the name of the deceased campaign. The death shall be evidenced by a death certificate issued by the official authorities of the State;
 - c. In case of adding a new partner to the campaign; or
 - d. Upon the separation of partners in the campaign. In such case, the separated partner shall have the right to obtain the contracting license individually
 - e. in accordance with the campaign license prior to the separation. provided that the contract duration for the partners shall not be less than five years.
5. In the cases stipulated in Clause (4) of this Article, the Licensing Committee approval is required, and the conditions stipulated in Article (7) hereof shall be met by everyone in whose name the license transfer is approved or who is added as a partner in the campaign.

Article (10)

License or Renewal Fees

1. The contracting license shall not be granted unless the prescribed fees are paid by the license applicant.
2. License renewal shall not be approved unless the fees and fines stipulated in this regard are paid by the campaign owner.
3. The prescribed fees shall be paid on the date specified for granting or renewing the license, and a part of a month shall be calculated as a full month upon payment.

4. Campaigns suspended from contracting shall be required to pay the prescribed fees in this regard.

Article (11)

1. The applicant for a contracting license shall submit a copy of the campaign commercial license within (45) working days from the receipt date of the letter addressed to the local authority concerned with practicing the economic activity, approving the contracting license.
2. The approval of the contracting license shall be revoked if the Authority is not provided with the commercial license within forty-five (45) working days from the date of receipt of the letter addressed to the local authority responsible for economic activity, or if the required fees are not paid within forty-five (45) working days from the date of notification of the approval. This applies unless the delay is due to a reason beyond the control of the campaign owner, as determined by the Licensing Committee

Article (12)

Electronic System

- a. The Authority shall establish an electronic system to organize all matters related to the Hajj and Umrah Law, and for this purpose, the Authority shall be competent with the following:
 - a. Develop and update the system;
 - b. Determine the dates for the opening and closing of registration in the electronic system;
 - c. Decide on electronic registration requests;
 - d. Create a database for the State pilgrims and Umrah performers; and
 - e. Any other competencies assigned thereto by the Licensing Committee.
- b. Mechanism of using the electronic system:
 - a. Campaigns shall adhere to the procedures determined by the administration for using the electronic system;
 - b. Individuals wishing to perform Hajj shall be invited to register in the electronic system

through advertisements in various media outlets, in accordance with the standards and dates approved in this regard;

- c. Hajj applications shall be personally submitted through the electronic system, and authorities wishing to send their members for Hajj shall direct such members to register in the electronic system in person;
 - d. The Authority shall be responsible for identifying the authorities responsible for covering the cost of charitable Hajj and it shall select those who meet the criteria for charitable Hajj as determined by the Licensing Committee; and
 - e. The applicant for Hajj shall be notified of the reference number upon registration in the electronic system, and the pilgrim shall be notified of the approval to grant a Hajj permit directly, by text message, email, or any other means.
- c. Hajj Permits
- a. The Administration shall grant Hajj permits annually to those eligible, in accordance with the conditions stipulated in this regard; and
 - b. The granted permit shall be personal and may not be transferred to others.

d. Controls of granting Hajj Permits

Priority in granting Hajj permits shall be as follows:

- a. For those who have not previously performed Hajj (Obligatory Hajj), provided that the following order shall be observed:
 - 1. People of Determination;
 - 2. People with incurable diseases; and
 - 3. Older People.
- b. For those who have previously performed Hajj (Voluntary Hajj), provided that the following order shall be observed:
 - 1. Companions for people of determination;
 - 2. Companions for people with incurable diseases who have not previously performed Hajj;
 - 3. Companions of older people, aged sixty years and above, who have not previously performed Hajj;
 - 4. Mahrams of those who have not previously performed Hajj; and

5. Those who have performed Hajj earlier.
- c. Any other conditions determined by the Licensing Committee.
- d. Conditions for the approval of Mahrams and Companions
Mahrams and companions shall be accepted from among the designated numbers, even if they have previously performed Hajj, under the following conditions:
 - a. The age of the companion or Mahram shall not be less than 12 years; and
 - b. The Mahram shall be a relative of the first or second-degree, and any other relationship shall be subject to approval by the Licensing Committee.
- e. Registration in the Electronic System:
 - a. Registration in the electronic system shall be conducted in one of two ways:
 1. Individually; or
 2. In a family manner, with companions, relatives, and their families, and their transactions shall be linked electronically.
 - b. Priority of registration in the electronic system shall be considered in the event of a tie within each category separately, with priority being given to the Obligatory Hajj, followed by the Voluntary Hajj.

Article (13)

Each campaign shall be obligated to conclude a contract with each pilgrim or Umrah performer in accordance with the contract forms issued by the administration, and both parties shall be bound by the provisions contained therein. The campaign shall provide a copy of these contracts to the Authority within the term specified thereby. The campaign shall be prohibited from signing contracts on behalf of pilgrims or Umrah performers, and in the event of a violation, the penalties stipulated in this regard shall be enforced.

Article (14)

Campaign Obligations within the State

The campaign within the country is obligated to the following:

1. Establish a permanent office equipped for Hajj and Umrah or Umrah contracting activities in accordance with the conditions specified by the Licensing Committee. The area of the

- office shall not be less than 20 square meters;
2. Refrain from practicing any other activity in the campaign office or on behalf of such campaign;
 3. Provide proof of ownership of the office or a lease agreement with a duration of no less than six months;
 4. Appoint a permanent administrative employee in the campaign office for the Hajj and/or Umrah contracting;
 5. Provide the administration with the data of the campaign administrative apparatus, including the staff, contact details, and email addresses by the specified deadline, and continuously update this information, as well as notifying the administration of any changes;
 6. Verify the data of the vehicles assigned to the campaign and suitability thereof for transporting pilgrims or Umrah performers by land, supported by a certificate issued by the competent authorities;
 7. Enter an accurate data into the electronic system within the specified deadlines;
 8. Refrain from leasing the campaign license or office, or any of its branches, to others;
 9. Enter the service contracts into the electronic system;
 10. Provide the pilgrim or Umrah performer with a copy of the contract concluded with them after both parties have signed it;
 11. Ensure that the conditions stipulated in Article (7) apply to the cleaning, security, and catering workers, as well as their counterparts in the campaign, with the exception of items (1, 5, 11, and 12) thereof;
 12. The campaign shall be prohibited from contributing to, participating in, or owning shares in other companies or institutions with different activities; and
 13. Any other obligations determined by the authority in this regard.

Article (15)

Obligations of the Campaign during the Hajj Season

- a. The terms of the contract approved by the authority between the campaign and the pilgrims and Umrah performers shall be implemented in a manner that does not conflict

with the established obligations.

- b. In the organizational sphere:
 - a. The withdrawal from the Hajj season due to unwillingness to participate shall be within the stipulated time-frame in this regard;
 - b. Valid rental contracts for accommodation, transportation, and subsistence shall be submitted to the Hajj Service Contracts Audit Committee, certified by the relevant authority, at the time and place determined by the committee;
 - c. In accordance with the provisions of Article (5) hereof, the owner of the campaign shall be personally present in the holy lands to review governmental entities and the office while the pilgrims are present therein, and during the auditing of Hajj service contracts in the holy lands; delegation of their representative shall not be permitted without the administration consent;
 - d. A preacher authorized by the authority shall be accompanied;
 - e. No individual, regardless of their status, shall be permitted to preach, deliver lessons, lectures, or fatwas, or distribute any publications or materials not approved by the authority. The owner of the campaign shall be held accountable before any relevant authorities within and outside the State;
 - f. An administrative team shall be provided to ensure the comfort and safety of the pilgrims, including a localization ratio that shall be determined annually by the Licensing Committee;
 - g. The pilgrims shall be supplied with the identification card issued by the authority and shall be required to carry it at all times;
 - h. The passports of the campaign pilgrims and employees thereof shall be retained, along with copies of these passports;
 - i. The relevant authorities shall be notified of the departure or return times of the campaign (air and land);
 - j. The authorities shall be informed of the campaign address in the holy lands and of any amendments thereto prior to the arrival of the campaign pilgrims, contingent upon consent of such amendments;
 - k. No additional charges shall be demanded under any condition after entering into the

contract with the pilgrim or Umrah performer, except for additional services agreed upon in a supplementary contract between the parties, with a copy of the supplementary contract to be submitted to the authority or office;

- l. The campaign, owner or agent thereof shall not leave the Holy Lands during the Hajj season except with the approval of the office;
 - m. The campaign, owner, or agent thereof, or any administrative personnel working within it, shall not be permitted to participate with another campaign if their license has been revoked or suspended, except after acquisition of permission to participate; and
 - n. Contracting with companies and external entities approved by the relevant authorities in the Kingdom of Saudi Arabia through the electronic pathway after the administration or office approval during the season.
- c. In the health sphere:
- a. A doctor and a nurse shall be provided by the campaign, both licensed by the official health authorities in the State, along with a treatment room, in accordance with the requirements set by the office;
 - b. A list of the names of the doctors and nurses shall be submitted by the campaign by the specified deadline; and
 - c. An ambulance vehicle shall be provided by the campaign in the event of travel by land, with a minimum of one ambulance for every (50) pilgrims, which shall meet the requirements specified by the authority in coordination with the relevant health authorities in the State.
- d. In the transportation sphere:
- a. A representative of the campaign shall be present at the entry and exit points, as well as at the campaign headquarters in the holy lands, to monitor the pilgrims of the campaign and to guide them to transportation means and accommodation thereof upon arrival. Furthermore, travel transactions shall be completed in accordance with the conditions and regulations set by the Authority or the Office;
 - b. If the pilgrims are travelling by land, the campaign shall comply with the following:
 - a. The transportation of the pilgrims shall be conducted in licensed vehicles that

- meet the requirements of the Ministry of Interior and other relevant authorities for land transport, with the obligation to insure the passengers with an accredited insurance company within the state and abroad;
- b. The year of manufacture of the vehicle shall not exceed two years prior to the season and shall be equipped with the following: a toilet, a refrigerator, an air conditioner, navigation devices, safety and security equipment, a first aid kit, and television screens. Additionally, each large bus shall be accompanied by a driver and an assistant; and
 - c. The names of the pilgrims and the accompanying administrator shall be specified in a list attached to each vehicle.
 - c. The transportation of all pilgrims in the campaign shall be in one convoy that moves as one unit, with an ambulance vehicle, a maintenance vehicle, and service vehicles accompanying the convoy, which shall follow at the rear of the convoy.
 - d. Provide vehicles to transport pilgrims and Umrah performers for prayers if their residence is not more than 2 kilometers away from The Grand Mosque of Mecca.
 - e. Housing and services sphere:
 - a. Provide licensed housing from the competent authorities in the Kingdom of Saudi Arabia for the same season. It shall be approved by the Audit Committee for Service Contracts. This housing shall not be changed until notified by the Authority or the Office within the specified date;
 - b. Notify the office upon the arrival of the campaign pilgrims to the Holy Lands;
 - c. Provide accommodation in Sacred Sites in Mecca, equipped with suitable furnishings, including services for the campaign pilgrims according to the authorized numbers. This provision shall be executed in agreement with the authority and in accordance with the terms and commitments specified thereby in this regard;
 - d. Commit to security and hygiene for the campaign in housing, food, drink, and transportation terms;
 - e. Provide the catering prescribed in accordance with the contract concluded between the pilgrim or Umrah performer and the campaign. This is without prejudice to the conditions and obligations specified by the authority in this regard; and

- f. Receive and hand over the tents in the Sacred Sites in Mecca at the specified times, in accordance with the conditions set by the office.
- f. Performing the Rituals Sphere:
 - a. Implement the instructions issued by the office regarding movement and accommodation in the Sacred Sites in Mecca;
 - b. Transport the pilgrims within the boundaries of Arafah on the ninth day of Dhu'l-Hijjah before sunset, continuing to stay there until after sunset. Facilitating the accommodation in Muzdalifah for those from the campaigns who wish to do so;
 - c. Inform the pilgrims and Umrah performers about appointed places of Ihram with facilitating the performance of their rituals in a manner that does not violate the competent authorities instructions in the Kingdom of Saudi Arabia;
 - d. Returning the pilgrim or Umrah performer who is unable to complete the Hajj or Umrah thereof to their home country at the expense of the campaign; and
 - e. Enable the office preachers to perform duties thereof in educating the pilgrims about the rituals and distributing the authority publications in this regard.
- g. Any other obligations determined by the authority or the office in this regard.

Article (16)

Financial Guarantee

1. The campaign, approved for the pilgrimage season, shall provide the authority with a financial guarantee in name thereof at the time specified by the Licensing Committee.
2. The financial guarantee shall be paid according to the methods determined by the authority.
3. The financial guarantee shall be disbursed upon the request of the authority without the campaign or its owner consent.
4. In case of merging campaigns, the financial guarantee shall be provided in the name of the main campaign, based on the contracts total value of the merged campaigns.
5. The Licensing Committee shall annually determine the amount of the financial guarantee that the campaign shall pay for each pilgrim;

Article (17)

Transporting the Pilgrims and Umrah Performers

Pilgrims and Umrah performers may be transferred between state campaigns from one campaign to another after obtaining prior written approval from the pilgrims or Umrah performers and the campaign from or to which they are being transferred and the approval of the Authority or Office.

Article (18)

Merging in the Hajj season

1. Merge between several hajj campaigns into one campaign for the season shall be done with the approval of the Licensing Committee, in accordance with the regulations and conditions issued thereby;
2. No additional fees shall be imposed on the pilgrims of the merged campaigns;
3. The merged campaigns shall bear full responsibility for any breach of the obligations stipulated in the merger contract approved by the authority;
4. The main campaign shall bear full legal, administrative, and financial responsibility to the authority, the office, the pilgrims, and all relevant entities both within the country and in the Holy Lands during the hajj season for all merged campaigns; and
5. The main campaign is obligated to implement the instructions and decisions issued by the authority or the office in this regard.

Article (19)

Any natural or legal person or licensed campaigns from within or outside the State shall be prohibited from publishing or advertising the organization of Hajj or Umrah within the State permanently and in all different advertising methods (written, audio, visual) or via electronic advertising methods, means of communication and social media platforms, or through posters, leaflets or others, without the approval of the administration.

Article (20)

The campaign, its workers, and pilgrim or Umrah performer shall adhere to the regulations in force and the instructions issued by the Authority, the Office, and the competent Authorities in the State and the Kingdom of Saudi Arabia.

Article (21)

Administrative Penalties

1. Without prejudice to any harsher penalty set forth by any other law, anyone who violates any provision of this Resolution shall be subjected to the penalty prescribed for each violation in accordance with the schedule of administrative penalties attached hereto.
2. Administrative penalties imposed on the campaign vary according to the number of violations.

Article (22)

Grievance

1. Any interested party may submit a grievance to the Licensing Committee against any decision issued pursuant to the provisions of this Resolution. However, the grievance shall be submitted within a period not exceeding thirty (30) days from the date of notification of the contested resolution. The grievance shall be substantiated and attached by all supporting documents, in accordance with the procedures established by the committee.
2. The Licensing Committee shall decide on the grievance in accordance with the procedures issued thereby within a period not exceeding thirty (30) days from the date of the grievance submission. The decision thereof may either be to reject the grievance, grant an exemption, or reduce the penalty.

Article (23)

The Authority employees shall not work or participate in any campaign.

Article (24)

The fines listed in the schedule attached hereto shall be collected through the methods decided by the Ministry of Finance.

Article (25)

The Board of Directors shall issue the necessary Resolutions to implement the provisions of this Resolution.

Article (26)

The campaigns licensed prior to the issuance of this Resolution shall regularize their status in accordance with the obligations set forth in Article (14) within a period not exceeding one year from the date this Resolution enters into force.

Article (27)

The laws and regulations in force at the time this Resolution is issued shall continue to be enforced without contradicting the provisions hereof, until the laws and regulations that replace them are issued.

Article (28)

Cabinet Resolution No. (30) of 2013 regarding the regulation of Hajj and Umrah contracting works shall be repealed, and every provision that violates or contradicts the provisions of this Resolution shall be repealed.

Article (29)

This Resolution shall be published in the Official Gazette and shall enter into force as of the day following its publication date.

Mohammed Bin Rashid Al Maktoum
Prime Minister

Issued by Us:

On:20 Ramadan 1439 H.

Corresponding to: June 5, 2018

Annex 1

Table Attached to Cabinet Resolution No. (32) of 2018 Regarding the Hajj and Umrah Law

| No. | Violation Description | Administrative penalties and fines in AED. |
|-----|--|--|
| 1 | Practicing Hajj or Umrah contracting work without a license from the Authority. | An administrative fine of 1,100,000 AED and the campaign shall be closed for six months. |
| 2 | The applicant fails to deliver the trade license to the Authority within forty-five (45) working days of the date of receipt of the letter addressed to the Department of Economic Development, or fails to pay the prescribed fees within forty-five (45) working days of the date of notification of approval. This applies unless the delay is due to a reason beyond the control of the applicant, as determined by the Licensing Committee. | License Cancellation. |
| 3 | Failure to renew the campaign license or any of its branches after 30 days from the expiration date. | An administrative fine of 5,000 AED for each month or part thereof, with a maximum limit of 60,000 Dirhams. |
| 4 | Passing of one year since the expiration date of the campaign license without being renewed. | License Cancellation. |
| 5 | Changing the campaign headquarters that was approved by the Service Contracts Audit Committee in the Holy Lands without notifying the Authority or the office within the time frame specified by the Authority. | An administrative fine of 50,000 AED, along with a final warning against repetition. In case of repetition, the campaign shall be closed for six months. |
| 6 | Failure to report the address in the Sacred Sites or | An administrative fine of 10,000 |

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| | any modifications thereto immediately upon the campaign arrival. | AED. |
| 7 | Failure of the campaign owner or an authorized representative thereof from the state citizens approved by the Licensing Committee to accompany the campaign during the Hajj or Umrah season. | An administrative fine of 50,000 AED. |
| 8 | Proof of participation by a campaign in the Hajj or Umrah season, or by its owner, agent, or any administrator associated with it, whose license has previously been cancelled or suspended, in another licensed campaign without obtaining the license from the Authority to participate. | An administrative fine of 50,000 AED. |
| 9 | Transferring pilgrims or Umrah performers to another campaign without prior written consent from them, the administration, or the office, whether inside or outside the State or from the campaign to which they are transferred will incur an administrative fine of 50,000 per campaign. | An administrative fine of 50,000 AED on each campaign. |
| 10 | Selling, renting, or disposing of the campaign license or its branch to others without obtaining the Authority approval. | An administrative fine of 50,000 AED, along with revoking the campaign license and its branches, or the violating branch license. |
| 11 | Exceeding the number of pilgrims assigned to the campaign without obtaining approval from the Authority or the office. | An administrative fine of 50,000 AED, along with a final warning against repetition. In case of a repeated violation, the campaign license shall be revoked. |
| 12 | Failure to provide the agreed-upon means of transportation in accordance with the contract and | An administrative fine of 10,000 AED, with the campaign and its |

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| | this Resolution. | owner bearing the costs of transferring the pilgrims or Umrah performers to another campaign, along with the difference in transportation costs in the contract. |
| 13 | Failure to adhere to the agreed-upon conditions for nutrition in accordance with the contract and this Resolution. | An administrative fine of 10,000 AED, with the campaign and its owner being responsible for compensating the affected pilgrims or Umrah performers with an appropriate financial amount based on the value of the concluded contract. |
| 14 | The absence of the campaign owner, or an authorized representative thereof from among the state citizens, during the attendance of the Service Contracts Audit Committee related to housing in the Holy Lands without an acceptable excuse. | An administrative fine of 5,000 AED, along with a final warning against repetition. |
| 15 | Violating the conditions and instructions set for housing pilgrims in the Sacred Sites in accordance with the contract and this Resolution. | An administrative fine of 10,000 AED, with the campaign and its owner bearing the costs of housing for the pilgrim or the Umrah performer. |
| 16 | Failure of the campaign owner or the agent thereof in the Kingdom of Saudi Arabia to contact the Governmental Authorities or the Office. | An administrative fine of 10,000 AED. |
| 17 | Failure to inform the Authority about the campaign departure from the state territory by land and air or about the arrival time of the campaign to the Holy Land. | An administrative fine of 10,000 AED shall be imposed, along with a final warning against repetition. |

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| 18 | Failure of the campaign to inform the administration about withdrawal thereof from the Hajj season within the specified period. | An administrative fine of 1,000 AED. |
| 19 | Entering incorrect data into the electronic system. | An administrative fine of 1,000 AED. |
| 20 | Changing the phone numbers and contact information for the campaign office or the personal numbers of the campaign owner without notifying the administration by an official letter of this change. | An administrative fine of 1,000 AED. |
| 21 | Failure to adhere to the public cleanliness in the Holy Lands. | An administrative fine of 5,000 AED. |
| 22 | Failure of the campaign to provide a temporary or permanent administrative employee at its headquarters. | An administrative fine of 5,000 AED. |
| 23 | Violating the instructions regarding the non-placement of identification signs for the campaign within the state. | An administrative fine of 10,000 AED. |
| 24 | Failure of providing an accompanying preacher during the Hajj season who has the authority approval. | An administrative fine of 10,000 AED. |
| 25 | Failure to provide an ambulance accompanying the bus transporting pilgrims or Umrah performers exceeding (50) individuals by land. | An administrative fine of 50,000 AED, along with a final warning against repetition. |
| 26 | The absence of a representative of the campaign in the Holy Lands during the arrival or departure of the first group and until the arrival or departure of all pilgrims or Umrah performers. | An administrative fine of 10,000 AED, along with a final warning against repetition. |
| 27 | The campaign, its owner, or its agent leaves the Kingdom of Saudi Arabia during the Hajj season | An administrative fine of 10,000 AED. |

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| | without obtaining approval from the office. | |
| 28 | Selling or transferring the Hajj permit card issued by the competent Authorities in the Kingdom of Saudi Arabia by the campaign or the pilgrim. | An administrative fine of 10,000 AED shall be imposed on the individual disposing the permit, whether it is the campaign or the pilgrim, and the campaign shall be closed for a duration of six months. |
| 29 | The absence of a doctor, male or female, or nurse licensed by the Authority, or the absence of a treatment room in accordance with this Resolution. | An administrative fine of 10,000 AED. |
| 30 | Exploiting the campaign office to conduct another activity. | An administrative fine of 50,000 AED, the campaign being closed for six months, and a final warning against repetition were also issued. |
| 31 | Failure to provide the financial guarantee by the campaign owner within the specified time set by the administration unless due to reasons beyond his control. | An administrative fine of 5,000 AED. |
| 32 | Failure to receive or deliver the designated site for the campaign in the Sacred Sites on the specified date. | An administrative fine of 5,000 AED, along with a warning against repetition. |
| 33 | Failure to conclude contracts with pilgrims or Umrah performers or failure to provide the Authority with the contracts of the pilgrims within the time frame set therefor, or signing contracts on behalf of the pilgrims or Umrah performers. | An administrative fine of 1,000 AED on each contract. |
| 34 | Announcing the campaign by any means of media, advertising, or various social media platforms within the state, whether electronic, written, audio, or | An administrative fine of 5,000 AED for each advertisement. |

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| | visual, or through posters, brochures, or others, without obtaining authorization from the Authority. | |
| 35 | The campaign ceased practicing Hajj contracting activities for two consecutive years unless due to reasons beyond the control of the campaign owner. | Revoking the license granted for practicing Hajj and Umrah contracting activities, and limiting the license to practicing Umrah contracting activities only. |
| 36 | Failure to adhere to any obligations or instructions issued by the Authority, the Office, or the Licensing Committee. | An administrative fine of 10,000 AED. |
| 37 | Poor campaign management, whether inside or outside the state. | An administrative fine of 10,000 AED, along with a final warning against repetition. In case of repetition, the Granted License to the administrator to work in the campaign shall be revoked. |
| 38 | Changing the campaign or branch headquarters without notifying the Authority. | An administrative fine of 10,000 AED. |
| 39 | Failure to provide the Authority with the administrative staff or employees names within the period specified by the Authority. | An administrative fine of 5,000 AED. |
| 40 | Allowing a preacher to speak or accompany the campaign during the Hajj season without the Authority approval. | An administrative fine of 10,000 AED, along with a final warning against repetition. In case of repetition, the Campaign License shall be revoked. |
| 41 | Delaying the financial guarantee provision beyond the deadline set by the Licensing Committee unless due to reasons beyond the control of the campaign owner. | An administrative fine of 1,000 AED for each working day with a maximum limit of 30,000 AED, along with a final warning against |

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| | | repetition. |
| 42 | Contracting with companies and external entities approved by the relevant authorities in the Kingdom of Saudi Arabia without obtaining prior approval from the administration or office during the Hajj season. | An administrative fine of 10,000 AED, along with a final warning against repetition. In case of repetition, the Campaign License shall be revoked. |
| 43 | Practicing Hajj or Umrah contracting activities by the suspended campaigns. | An administrative fine of 100,000 AED. |
| 44 | Opening a website on the internet, a social media account, or a smart application by the campaign without permission from the administration. | An administrative fine of 5,000 AED. |
| 45 | Transferring pilgrims or Umrah performers to another state campaign. | Revoking the license granted for practicing Hajj and Umrah contracting activities, and limiting the license to practicing Umrah contracting activities only. In case of repetition, the campaign license shall be revoked. |
| 46 | Violating the instructions issued by the Authority by the campaign administrator. | An administrative fine of 10,000 AED, along with a final warning against repetition. In case of repetition, the Granted License to the administrator to work in the campaign shall be revoked. |
| 47 | Using or recruiting labor or employees not affiliated with the companies approved in the electronic system. | Revoking the license granted for practicing Hajj and Umrah contracting activities, and limiting the license to practicing Umrah contracting activities only, for three |

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| | | years. In case of repetition, the campaign license shall be revoked. |
| 48 | Violating the obligations set forth in this Resolution by the campaign. | Cancelling or suspending the campaign contracting, or revoking the license granted for practicing Hajj and Umrah contracting activities, and limiting the license to practicing Umrah contracting activities only. |
| 49 | Exploiting the services and facilities allocated for UAE pilgrims' affairs in the Holy Lands or during the rituals' performance without obtaining a permit from the Authority | Administrative Fine of 50,000 |